

**VENTURA COUNTY APCD  
CARL MOYER MEMORIAL AIR QUALITY STANDARDS  
ATTAINMENT PROGRAM  
GRANT AGREEMENT  
VCCMP 08-0X-XX**

**Phase Eight**



**Date**

**Ventura County Air Pollution Control District**

**669 County Square Drive, 2<sup>nd</sup> Floor**

**Ventura, California 93003-5417**

**805/645-1400**

**Attachment 8**

**VENTURA COUNTY APCD  
CARL MOYER PROGRAM – GRANT AGREEMENT VCCMP 08-0X-XX  
GRANTEE**

This Grant Agreement, VCCMP 08 - 0X - XX, is made this \_\_\_\_\_ of \_\_\_\_\_, 200\_ between the Ventura County Air Pollution Control District, hereinafter referred to as "APCD," and [name of Grantee], hereinafter referred to as Grantee.

**RECITALS**

WHEREAS, APCD is a county air pollution control agency with the primary responsibility for preparing and implementing the Air Quality Management Plan to achieve and maintain federal and state ambient air quality standards in the County of Ventura as mandated by the federal Clean Air Act Amendments of 1990 (hereinafter the "Act") and the California Clean Air Act (Health & Safety Code Section 39000 et seq.), respectively;

WHEREAS, the Governor and the California State Legislature, through the Carl Moyer Memorial Air Quality Standards Attainment Program (Health & Safety Code Section 44280 et seq.) ("Carl Moyer Program") and the budget process, authorized \$81.6 million in funding from the Air Pollution Control Fund to the California Air Resources Board for the provision of incentives to use or convert to cleaner heavy-duty engines;

WHEREAS, APCD is authorized by the California Air Resources Board regulations to award grant funds to offset the incremental cost of projects that reduce air pollution from heavy-duty diesel engines;

WHEREAS, Grantee has submitted a Carl Moyer Program grant proposal for the reduction of air pollution from heavy-duty diesel engines;

WHEREAS, Grantee represents it is highly qualified and experienced in its professional field and is able to perform the activities described in the Carl Moyer Program Grant Proposal submitted by Grantee and Section 5, Grant Requirements, of the following GRANT TERMS AND CONDITIONS; and

WHEREAS, the Ventura County Air Pollution Control Board has reviewed the Carl Moyer Grant Proposal, has determined that it is eligible to receive such grant funding and has decided to fund Grantee's proposal at an amount not to exceed \$\_\_\_\_\_.

NOW, THEREFORE, in consideration of the mutual promises and conditions listed below, it is hereby agreed between APCD and Grantee as follows:

**GRANT TERMS AND CONDITIONS**

**A. Funding Authorization**

The Ventura County Air Pollution Control Board's funding authorization for this project is contingent upon Grantee signing this Grant Agreement and fulfilling the grant terms and conditions. If Grantee has not signed this Grant Agreement and returned it for signature by the Air Pollution Control Officer by [30 days after date of Board approval], the Board's funding authorization shall be null and void.



**B. Obligations to be Performed Under this Grant Agreement**

This Grant Agreement represents the entire framework for the Grant Obligations to be performed by Grantee. Within the Time of Performance specified in paragraph C, Grantee shall perform all of the obligations described in this Grant Agreement. Failure to complete the work specified in the grant proposal, See Attachment 1, by 18 months after the date indicated on the first line of this Grant Agreement, shall result in termination of this Grant Agreement. The time for completion of the work may be extended, in writing, by APCD.

Grantee agrees to furnish all labor, materials, equipment, required licenses, permits, fees, and other appropriate legal authorizations from all applicable federal, State, and local jurisdictions necessary to perform and complete, per schedule and in a professional manner, the services described herein and as set forth in its Grant Proposal (Attachment 1).

**C. Term of the Grant Agreement**

The term or inclusive period of service of this Grant Agreement shall commence on the date indicated on the first line of this Grant Agreement and be composed of either: (1) the Project Life (see definition in Paragraph D. below) plus 18 months after the date indicated on the first line of this Grant Agreement or (2) Project Life after completion of the work specified in the Grant Proposal, whichever is sooner. No work on this project may begin until the Grant Agreement is signed and dated by both the Grantee and the APCD. The work specified in the Grant Proposal must be completed by 18 months after the date indicated on the first line of this Grant Agreement. The term or inclusive period of service of this Grant Agreement may be extended, in writing, by APCD.

**D. Project Life**

The project life is the number of years used to determine the cost-effectiveness of the project. The project life for this project is \_\_\_\_ years after completion of the work specified in the grant proposal. To ensure emission reductions credited to the Carl Moyer Program for this project, the Grantee agrees to meet the operating requirements and refund provisions for noncompliance in Paragraph E, Grant Requirements. During the project life, either or both the APCD and the California Air Resources Board have the authority to inspect projects, enforce terms of this agreement, and pursue refund for any noncompliance with the terms and conditions of this Grant Agreement or applicable state laws or regulations.

**E. Grant Requirements**

1. Grantee must provide the APCD with a number, which uniquely identifies the engine in each vehicle being replaced or each engine being replaced, repowered, or retrofit. If the engine serial number is not visible at the time the project proposal is submitted, the serial number must be supplied when the engine is removed. If the engine serial number is illegible when the engine is removed, the APCD will provide a unique identification number which must be permanently stamped on the engine. No payments will be made before the replaced, repowered, or retrofit engine serial number is provided to APCD or

the unique identification number is stamped on the replaced, repowered, or retrofit engine.

2. Grantee shall revise the preliminary time and cost schedule, which was initially submitted with the Carl Moyer Program grant proposal, so that a more detailed and accurate time and cost schedule shall be submitted to the APCD for its review and approval, which shall not be unreasonably withheld. The revised and updated cost schedule shall include a minimum of ten percent (10%) of the grant amount as a final payment when the project work, including demonstration, testing, and acceptance by the APCD, has been completed. The APCD shall not authorize any payments on the project until the revised time and cost schedule is reviewed and approved by the APCD, which shall not be unreasonably withheld. The time and cost schedule shall be revised from time to time as necessary to accurately reflect work on the project.
3. The Grantee shall [complete the work] as specified in the grant proposal, Attachment 1. In no event shall total contract reimbursement exceed \$\_\_\_\_\_.
4. Grantee shall provide the APCD with a Federal Tax ID Number for the private business or public agency or, for an owner/operator only, the owner's Social Security Number.
5. Grantee shall provide the reports identified in Section H, Grant Reporting.

#### ONE OF THE FOLLOWING

##### **Motor Vehicle Purchase, Repower, or Retrofit**

6. Grantee agrees to operate the subject motor vehicle project:
  - a. For years one through (lesser of five or project life) following completion of the purchase, repower, or retrofit, a minimum of 50 percent of annual vehicle mileage or operating hours and fuel consumption to be within Ventura County and a minimum of 75 percent of annual vehicle operating hours and fuel consumption to be within California.
  - b. For the remainder of the project life, if any, following completion of the purchase, repower, or retrofit, a minimum of 75 percent of annual total vehicle mileage or operating hours and fuel consumption within California.
  - c. Grantee shall operate and maintain the engine(s) pursuant to the manufacturer's specifications for the entire time of the Project Life.
7. If, in any given year of the project life, the Grantee should fail to meet these operational requirements or, in (the lesser of the first five years or project life), the reporting requirements in Section 9, Grant Reporting, Grantee agrees to refund a pro rata share of the Carl Moyer Program grant funding provided by the APCD. The refund for each year in which operating or reporting requirements are not met shall be the dollar amount of the grant divided by the project life.
8. Grantee shall in the presence of an APCD representative cause each engine that has been replaced by a Carl Moyer Program funded heavy-duty diesel engine to be rendered inoperable by burning an irregular hole in the block. The Grantee shall provide the APCD with digital pictures proving such work has been done to each engine.



### **Marine Vessel**

6. Grantee agrees to operate the subject marine vessel project:
  - a. For years one through (lesser of five or project life) following completion of the repower a minimum of 50 percent of annual operating hours and fuel consumption to be within Ventura County and a minimum of 75 percent of annual vehicle operating hours and fuel consumption to be within California.
  - b. For the remainder of the project life, if any, following completion of the repower a minimum of 75 percent of annual total vehicle mileage or operating hours and fuel consumption within California.
  - c. Grantee shall operate and maintain the engine(s) pursuant to the manufacturer's specifications for the entire time of the Project Life.
7. If, in any given year of the project life, the Grantee should fail to meet these operational requirements or, in (the lesser of the first five years or project life), the reporting requirements in Section 9, Grant Reporting, Grantee agrees to refund a pro rata share of the grant funding provided by the APCD to be calculated as follows: The refund for each year in which operating or reporting requirements are not met shall be the dollar amount of the grant divided by the project life.
8. Grantee shall in the presence of an APCD representative cause each engine that has been replaced by a Carl Moyer Program funded heavy-duty diesel engine to be rendered inoperable by burning an irregular hole in the block. The Grantee shall provide the APCD with digital pictures proving such work has been done to each engine.

### **Agriculture Pump Repower**

6. Grantee agrees to continue to conduct on an annual basis 100 percent of all pump operating hours within Ventura County for the project life following completion of the repower. Grantee shall operate and maintain the engine(s) pursuant to the manufacturer's specifications for the entire time of the Project Life.
7. If, in any given year of the project life, the Grantee should fail to meet these operational requirements, in (the lesser of the first five years or project life), the reporting requirements in Section 9, Grant Reporting, Grantee shall agree to refund a pro rata share of the grant funding provided by the APCD calculated as follows: The refund for each year in which operating or reporting requirements are not met shall be the dollar amount of the grant divided by the project life.
8. Grantee shall in the presence of an APCD representative cause each engine that has been replaced by a Carl Moyer Program funded heavy-duty diesel engine to be rendered inoperable by burning an irregular hole in the block. The Grantee shall provide the APCD with digital pictures proving such work has been done to each engine.

### **Electric Ground Support Equipment**

6. Grantee agrees to perform 100 percent of the electric ground support equipment operations within Ventura County for the project life following the equipment purchase.

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Grantee shall operate and maintain the electric ground support equipment pursuant to the manufacturer's specifications for the entire time of the Project Life.

7. If, in any given year of the project life, the Grantee should fail to meet these operational requirements, in (the lesser of the first five years or project life), the reporting requirements in Section 9, Grant Reporting, Grantee shall agree to refund a pro rata share of the grant funding provided by the APCD to be calculated as follows: The refund for each year in which operating or reporting requirements are not met shall be the dollar amount of the grant divided by the project life.
8. For any equipment being replaced, the Grantee shall provide the APCD with a State of California certificate of destruction issued by the salvage firm destroying the replaced equipment.

#### **F. Grant Funding and Payments**

APCD hereby provides funds to Grantee in the amount not to exceed \$ \_\_\_\_\_. No payments will be made before the replaced, repowered, or retrofit engine serial number is provided to APCD or a unique identification number is stamped on the replaced, repowered, or retrofit engine. Funds shall be distributed to the Grantee in accordance with the approved time and cost schedule and as provided in Section G, below.

#### **G. Payments**

Upon the Grantee's presentation of a claim for payment to the APCD, the APCD shall make such payment only for work completed, delivered, and accepted by the APCD. The claim for payment shall be in the form of an itemized invoice. The maximum payment for each project phase as follows:

Phase	Incremental Amount	Maximum Amount
1	\$ _____	\$ _____
2	\$ _____	\$ _____
X	\$ _____	\$ _____
Final APCD Inspection and Acceptance* (10% of total grant)		\$ _____

\*Final APCD inspection and acceptance includes proper demolition of the replaced engine(s) or equipment as described in Section E.

Payment checks will be made payable to the Grantee only if the invoice has been paid by the Grantee or Grantee's agent, contractor or subcontractor. Payment checks may, upon request by Grantee, with proper documentation, be issued in the names of both Grantee and Grantee's contractor or subcontractor, if any.

#### **H. Records**

Grantee shall keep and provide to APCD or its agents, upon request, accurate financial records of the project costs, which shall include, but not be limited to, labor activity reports, timecards if any, invoices and published price lists on which Grant Agreement price was based. The APCD will, as necessary, review Grantee's bills, invoices or requests for



payment under this Grant Agreement, in order to verify the accuracy of Grantee's charges, and to verify that such charges are consistent with Grantee's standard accounting practices and are in accordance with the terms of this Grant Agreement. Grantee shall maintain all such records for at least three years after the date on which this Grant Agreement terminates.

## **I. Grant Reporting**

Grantee shall submit reports as per the schedule in the Grant Agreement and in the format shown in the Report Format, Exhibit 1.

1. **Progress Reports** - Prior to completion of the work specified in the grant proposal and this Grant Agreement, Grantee shall submit quarterly progress reports to APCD within fifteen (15) days of the end of the reporting period. Such reports shall detail: 1) work performed during the current reporting period; 2) work planned for the next reporting period; 3) problems identified, solved, and/or unresolved; and 4) the percentage of each task completed.
2. **Completion Report** - Upon completion of the work specified in the grant proposal and this Grant Agreement, Grantee shall provide APCD with a comprehensive report. The completion report shall be subject to the approval of APCD, and such approval shall not be unreasonably withheld. The report will contain, in detail:
  - a. a description of the work performed including work, which was not required to complete the project
  - b. a breakdown of costs, specifically identifying expenditures required to complete the project and expenditures for work not required to complete the project
  - c. fuel usage and operating hours since completion of the work specified in the grant agreement
3. **Annual Reports** – For {the lesser of project life or five years} following completion of the work specified in the grant proposal and this Grant Agreement, Grantee shall provide the APCD with a report stating fuel usage and operating hours since the previous report and proof of insurance covering the replacement cost of each engine or piece of equipment funded by the Carl Moyer Program. The reporting schedule is as follows:
  - a. **Annual Report** – Due on January 1 following completion of the work specified in the grant agreement and due on January 1 of the second through (lesser of project life or fifth year) following completion of the work specified in the grant agreement.
  - b. **Final Report** – Due on the (lesser of project life or fifth) anniversary of the completion of work specified in the grant agreement.
4. Grantee shall provide APCD with any information deemed necessary by the California Air Resources Board for their annual report to the legislature.
5. Grantee's noncompliance with the reporting requirements of this paragraph shall result in on-site monitoring by either the APCD or the CARB, or both, to ensure compliance with reporting requirements.

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**J. Audit and Review**

APCD or its agents shall have the right to audit and review the records identified in Section 7 above. Grantee shall maintain these records pursuant to the terms of this Grant Agreement to the extent necessary to verify the accuracy of Grantee's charges, and to verify that such charges are consistent with Grantee's standard accounting practices and are in accordance with the terms of this Grant Agreement. Any such audit and review will be conducted by APCD or County of Ventura auditors at the expense of APCD or at Grantee's option and expense, by a mutually acceptable third party accounting firm.

**K. Nondiscrimination Clause**

1. During the performance of this grant agreement, Grantee and its subcontractors shall not unlawfully discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, physical handicap, medical condition, marital status, age (over 40), or sex. Grantee and subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free of such discrimination. Grantee and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Government Code Sections 12900, et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Sections 7285.0, et seq.). The applicable regulations of the Fair Employment and Housing Act Commission implementing Government Code Section 12990, set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations are incorporated into this grant agreement by reference and made a part of it as if set forth in full. Grantee and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.
2. Grantee shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under this grant agreement.

**L. Insurance**

1. Provisions
  - a. Grantee, at its sole cost and expense, must obtain and maintain in full force and effect during the term of this Grant sufficient insurance to cover the replacement cost or current value of the motor vehicle(s), marine vessel(s), and/or equipment to be replaced, repowered, or otherwise modified.
  - b. Failure to provide proof of such insurance prior to the commencement of work on this project may be grounds for immediate termination or suspension of this Grant by the APCD.

**OR**

2. Self-Insurance
  - a. If Grantee is self-insured for the required insurance coverages, Grantee agrees to provide APCD with written confirmation that Grantee is a duly authorized and funded self-insured entity for the coverages under the laws of the State of California. APCD



agrees to accept Grantee's status as a self-insured entity as satisfactory compliance with APCD's normal insurance requirements as listed above.

- b. In the event Grantee decides to no longer be self-insured, Grantee agrees to provide APCD with thirty (30) days advance written notice of the effective date of this change in status. Thereafter, Grantee agrees to provide APCD with appropriate evidence of insurance coverage as listed above.

### 3. Contamination and Pollution

Grantee, solely at its own cost and expense, will provide clean up of any premises, property, or natural resources contaminated or polluted to the extent due to Grantee activities. Any fines, penalties, punitive or exemplary damages assigned due to contaminating or polluting activities of the Grantee will be borne entirely by the Grantee to the extent of its activities.

## **M. Termination of Grant Agreement**

Grantee acknowledges that the California Air Resources Board (ARB), through the APCD, is providing funds for this Carl Moyer program project. If sufficient funds are not made available to APCD by ARB for the continuance of this project, APCD may suspend or terminate this Grant Agreement by giving written notice to Grantee.

## **N. Status of Grantee**

Grantee and Grantee's contractor or subcontractors shall perform all services under this Grant Agreement as independent contractors to the Grantee and not as employees, officers, or agents of APCD.

## **O. Indemnification and Hold Harmless**

Grantee agrees to defend (at APCD's request), indemnify and save harmless the APCD and the County of Ventura, their boards, agencies, departments, officers, employees, agents, and volunteers (hereinafter referred to as COUNTY), from and against any and all claims, lawsuits - whether against Grantee, COUNTY or others, judgments, debts, demands and liability incurred or suffered by COUNTY, including, without limitation, those arising from injuries or death of persons and/or for damages to property, arising directly or indirectly out of the activities of Grantee undertaken hereunder or out of operations conducted by Grantee.

## **P. Unusual Circumstances**

The parties shall be excused from performing their respective obligations in the event they are prevented from performing so by reason of circumstances beyond their control, including, but not limited to, strikes and other labor disputes, wars, civil commotion, natural calamity, fire, equipment breakdown or failures. In case of any delay described above, the time for performance may be extended by mutual agreement for a period equal to the length of the delay.

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**Q. Point of Contact**

All notices referenced in this Agreement shall be in writing and shall be given by first class mail addressed as follows, or at such other address or to such person the parties may from time to time designate in writing:

Grantee

Contact Person

Grantee

Street Address

City, State Zip

APCD

Carl Moyer Program Representative

Ventura County Air Pollution Control District

669 County Square Drive, 2<sup>nd</sup> Floor

Ventura, California 93003-5417

**R. Waivers**

The waiver by either party to this Grant Agreement of any term, covenant, or condition of this Grant Agreement or of any provision, ordinance, or law, shall not be deemed to be a continuing waiver of such term, covenant, condition, or law, or of any subsequent breach or violation of the same, or of any other term, covenant, or ordinance of law.

**S. Amendment**

This Grant Agreement may only be amended in writing executed by the Air Pollution Control Officer for the APCD and Grantee.

**T. California Law to Apply**

1. This Grant Agreement shall be construed under and in accordance with the laws of the State of California. All obligations created under this Grant Agreement are performable in California.
2. California Health and Safety Code Section 44280 (b) authorizes the CARB to determine the eligibility requirements for Carl Moyer Program grant awards. The CARB has developed the Carl Moyer Program Guidelines to establish the minimum requirements for program eligibility. Those guidelines include the requirement that the emission reductions achieved through implementation of this project cannot already be required by any local, state, and/or federal rule, regulation or memorandum of understanding.

**U. Rights to Emission Reductions**

APCD shall have all rights, claim of ownership and possession of any emission reductions that may be achieved or any emission reduction credits as determined by APCD rule and Health & Safety Code Sections 40709, 40710 and 40711 through the installation and operation of the low emissions equipment or engine funded by this Grant Agreement that occur in Ventura County. Grantee waives any and all rights, claims of ownership or



possession to any emission reductions or emission reduction credits, as determined by APCD rule and Health & Safety Code Sections 40709, 40710 and 40711, that may be achieved through the installation and operation of the low emissions equipment or engine funded by this Grant Agreement that occur in Ventura County.

**V. Assignment**

Grantee shall not assign or transfer any interest in this Grant Agreement or any funds payable hereunder unless it first obtains the prior written approval of the APCD.

**W. Provision Required by Law Deemed Inserted**

Each and every provision of law and clause required by law to be inserted in this Grant Agreement shall be read and enforced as though it were included herein. If through mistake or otherwise any such provision is not inserted or is not correctly inserted, then upon application of either party, this Grant Agreement shall forthwith be physically amended to make such insertion or correction.

**X. Grant Agreement Integrated**

This Grant Agreement represents the entire and integrated Grant Agreement between APCD and Grantee and supersedes any and all other negotiations, representations, and/or agreements, either oral or in writing, between the parties hereto with respect to the subject matter hereof. No other agreement, statement, or promise relating to the subject matter of this Grant Agreement, which is not contained herein, shall be valid or binding. APCD and Grantee agree that the contents of Grantee's grant proposal shall be incorporated herein by reference with the understanding that the terms and conditions of this Grant Agreement take precedence over any conflicting provision in the Grantee's grant proposal.

**Y. Conflicts Between Grant Agreement and Incorporated Attachments**

With the exception of the County's Unlawful Nondiscrimination Ordinance, to the extent that any provisions in any of the other attachment(s), which are incorporated into this Grant Agreement by reference, conflict with any provision contained in this Grant Agreement, the provision of this Grant Agreement shall take precedence and govern.

**Z. Publication**

APCD shall have the right of prior written approval of any document that shall be disseminated to the public by Grantee, in which Grantee utilized information obtained from APCD in connection with performance under this Grant Agreement.

Information, data, documents, or reports developed by Grantee for APCD, pursuant to the Grant Agreement, shall be part of APCD's public record except as may be marked or treated as confidential or proprietary under law. Grantee may use or publish, at its own expense, such information provided to APCD.

Grantee

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**AA. Authority**

The undersigned represent that they have read and understood this Grant Agreement and that they possess all requisite authority to legally bind their respective organizations and entities to this Grant Agreement.

**AB. Project Logos**

At the option of APCD, Grantee shall allow the placement of an APCD logo on project facilities or equipment. The placement design, style, and color will be determined by APCD.

Ventura County Air Pollution Control District

GRANTEE

\_\_\_\_\_  
Michael Villegas  
Air Pollution Control Officer

\_\_\_\_\_  
{Name}  
{TITLE}

\_\_\_\_\_  
Federal Tax ID Number or  
Social Security Number

Date: \_\_\_\_\_

Date: \_\_\_\_\_



**EXHIBIT 1**  
**VENTURA COUNTY APCD**  
**CARL MOYER PROGRAM - GRANT NARRATIVE REPORT**

**I. Progress Report**

This report is due each quarter until the (vehicle, marine vessel, or equipment) (purchase, repower, or retrofit) specified in the grant agreement is completed. The general format for the periodic report narrative includes the following items:

- The equipment (was ordered or is scheduled to be ordered) on \_\_\_\_\_
- The equipment (was delivered or is scheduled to be delivered) on \_\_\_\_\_
- Operation of the equipment (began or is scheduled to begin) on \_\_\_\_\_

**II. Completion Report**

The general format for the Completion Report should include the following items:

1. Project Description  
(Manufacturer and Model), \_\_\_\_\_ horsepower and torque for each engine or equipment replaced  
(Manufacturer and Model), \_\_\_\_\_ horsepower, torque, and Tier \_\_\_\_ certification for each new engine or equipment
2. Project Results  
Describe how the project was implemented, including problems and significant findings during implementation.
3. Project Cost
  - Total Cost of the Project
  - Carl Moyer Program Funding
  - Project Proponent Cost
  - Cost Planned In Original Proposal
  - Actual Cost of Planned Work
  - Cost of Additional Work Done
4. Lessons Learned and Recommendations  
Lessons learned and recommendations for using the information gained from this project to assist others, who may consider submitting a similar project.

**III. Annual Report**

This report is designed to provide simple quantification of emission savings from the grant project and provide an opportunity to discuss any problems or potential future opportunities related to the grant. The general format for the report includes the following items:

1. Identification of the project – Vessel or Company Name.
2. Operating hours, fuel consumption, and, if applicable, mileage.

3. Description and resolution of any problems.
4. Comments concerning maintenance requirements and operating characteristics of the engine(s) or equipment including:
  - Oil Change Intervals and, if done, results of oil analysis
  - Fuel savings or increase
  - Horsepower and torque characteristics as compared to the replaced engine(s) or equipment
  - Engine operating temperature as compared to replaced engine(s) or equipment
  - Overall satisfaction with the engine(s) or equipment and the Carl Moyer Program

#### **IV. Final Report**

This report is the last report required from the Grantee. This report is due on the fifth anniversary following completion of the work specified in the grant proposal. The report, which shall be labeled "FINAL REPORT," shall provide the information in an annual report for the period from the previous annual report to the final report date specified in subparagraph I.3.b of the Grant Agreement.